

**STATEMENT OF WORK AND REQUIREMENTS
PERISHABLE & NON-PERISHABLE FOOD
COMMONWEALTH TECHNICAL INSTITUTE
AT THE HIRAM G. ANDREWS CENTER**

I. STATEMENT OF WORK OVERVIEW: The Commonwealth of Pennsylvania, Department of Labor and Industry (DLI) on behalf of the Commonwealth Technical Institute (CTI) located at the Hiram G Andrews Center (HGAC), located at 727 Goucher Street, Johnstown, PA 15905 is seeking to award purchase orders for Perishable and Non-Perishable Food Products. This Statement of Work (SOW) covers the requirements for the supply and delivery of and nonperishable food products as listed in this (SOW). Specifications and preferred brands by Product Category are attached as supplemental documents.

II. BACKGROUND: The Commonwealth Technical Institute (CTI) is a secondary educational facility that is home to maximum of 350 students, located in Johnstown, PA. This facility operates 24 hours a day, seven days a week and provides three daily meals and snacks to students who reside on campus, Commonwealth of Pennsylvania employees and guests.

IV. CONTRACT AND PURCHASE ORDER EXECUTION:

a. **COMMODITY CATEGORIES:** All perishable and nonperishable food shall fall under the below commodity code (s).

| COMMODITY CODE | DESCRIPTION OF MATERIAL CATEGORY-EXAMPLES |
|---|--|
| 50300000 Fresh Fruit | Raw, uncut, unprocessed, whole, fruits and vegetables not combined with other ingredients |
| 50400000 Fresh Vegetables | Produce that has been subjected to freezing process and then stored |
| 503400000 Frozen Fruit | Hamburger, Chuck Roast, Pork Loin, Sausage, Skinless Chicken Breast, Chicken parts, Turkey |
| 50440000 Frozen Vegetables | Haddock, Shrimp, Scallops, Clams |
| 50110000 Meat and Poultry | Butter, Sour Cream, Lactose Free Products |
| 50120000 Fish and Seafood | Sandwich Bread-i.e., whole grain, wheat, rye and white, Cakes, Pies, Danish, Cookies, Muffins |
| 50200000 Beverages and non-dairy | Carbonated or non-carbonated beverages, bottled or syrup concentrated fountain drinks, coffee, tea, non-dairy creamers |

b. **METHOD OF AWARD:** DLI intends to award a purchase order by low cost to one eligible responsive and responsible bidder. There is no guarantee of a minimum award.

- c. **COMMONWEALTH PURCHASING CARD:** The Commonwealth Purchasing Card shall be the payment method only if the resulting award is less than \$10,000.00.
- d. **TERM OF PURCHASE ORDER:** The purchase order term shall commence upon the date of the fully executed purchase order and shall end on the expiration date. It is DLI's intent to establish a 90-day purchase order.
- e. **OPTION TO EXTEND:** DLI reserves the right, upon notice to the awarded supplier, to extend the contract or any part of the contract for up to 90 days under the same terms and conditions.
- f. **LIKE PRODUCTS:** DLI reserves the right to add like food products to the contract for its duration as CTI at the HGAC requirements and menus change. Pricing for like food products will be obtained in the same manner as the other products under the contract. All awarded suppliers will be given the opportunity to provide pricing on added food products. Approved requests for like food products will be added to the contract as an attachment.
- g. **REMOVAL OF PRODUCTS:** DLI reserves the right to remove products from the interval pricing requests that are no longer needed or if the best interest of the Commonwealth is served.

A. BILLING.

- a. Suppliers must provide four mandatory elements on PO invoices: PO number, invoice date, invoice number, and invoice gross amount. Failure to comply will result in the return of the invoice.
- b. Information on PO invoices such as PO line-item information, supplier name, address, and remit to information may expedite invoice processing.
- c. All prices are freight on board (FOB) destination; do not include a separate line item for freight.
- d. No prepayments will be made.
- e. The awarded supplier will be paid for services and supplies satisfactorily delivered.
- f. Payment will be processed upon receipt of invoice and verification of goods received.

g. The Pennsylvania Department of Labor and Industry is a tax-exempt entity.
PA State Sales Tax Exemption #25-1644382.

V. BID REQUIREMENTS:

- a. **RESPONSIVE BIDDER:** In order to be considered responsive, bidders must successfully be awarded at least one line item (food product) on the bid submission.
- b. **MANUFACTURER AUTHORIZED SELLER:** In order to be eligible for award, a bidder must be the manufacturer or an authorized seller or supplier of a manufacturer's products. If the bidder is not the manufacturer, the bidder shall include with its bid response a certification that it is an authorized seller or authorized supplier of all Manufacturers listed in the certification and whose products are part of the bid response. If such a certification is not included in the bid response, the bidder shall be required to provide the letter upon request of DLI. Prior to award and at any time during the term of the contract, a supplier will be required to provide upon request a letter signed by the manufacturer of an awarded item stating that the bidder is authorized to sell said Manufacturer's products and that the Manufacturer will honor any responsibilities under the warranty for products sold by the supplier.
- c. **RECIPROCAL LIMITATIONS:** Form GSPUR-89, Reciprocal Limitations Act Requirements, may be required prior to bid award. If necessary, this form must be completed and submitted no later than 2 business days after notification from the Procurement and Contracting Office. Failure to complete this form prior to the expiration of the second business day after notification shall result in rejection of the bid.
- d. **WORKER PROTECTION:** All bidders shall submit the Worker Protection and Investment certification with their bid.

VI. AWARDED SUPPLIER OBLIGATIONS:

- A. The awarded supplier shall directly supply and deliver the items listed on the attached specifications which represent a specific requirement of DLI. Substitutions for the manufacturer, pack size, grade, or any other specifications that are provided, will only be accepted with prior approval from the CTI at the HGAC Dietary Point of Contact (POC) or designee. Pricing for substitute products shall be the same as or lower than the price of the unavailable product.
- B. The vendor must supply meat and poultry products processed or manufactured in plants operated under the Meat and Poultry Inspection program of the Food Safety and Inspection Services of the U.S. Department of Agriculture or under an inspection program approved by that agency. The official inspection legend and plant number must appear on all shipping containers and/or individually packaged items.

- C. The vendor must use shipping containers and/or individually packed items that are legibly labeled, printed or stenciled with product & brand name, date of pack, name and location of packer or distributor, net weight and appropriate ingredient statement. A straightforward calendar date or other coding method must identify date of production/pack. If another coding method is used, the vendor must send an explanation to the HGAC Dietary Manager. All products, when received, must have a minimum of 30 days remaining before the stamped “sell by” or “expiration date” expires.
- D. Fresh chilled (never frozen) products must be delivered within 30 days. Items from freezer storage must be delivered within 90 days from date of processing.
- E. To assure specified state of refrigeration all deliveries will be made on either clean refrigerated or freezer trucks. Chilled items shall be delivered at not higher than 40 F (4.4 C) and show no signs of mishandling. Frozen items shall be delivered at internal temperatures not higher than 10 F (-12.2 C), be solidly frozen and show no evidence of defrosting, refreezing, freezer burn, dehydration or mishandling. To prevent mass nesting of frozen products, packaging units must be individually frozen to a solid state, packaged or unpackaged as specified, before being placed in master container.
- F. Products that are placed in polybags shall be securely closed; staples and paper coated metal wire ties are not permitted. Containers shall be of a size and shape normally used for the product and packed to full capacity without slack filling or overfilling. The minimum bursting strength of the fiberboard and the maximum net weight of the containers shall comply with Table I in the General Requirements of the Institutional Meat Purchase Specifications (IMPS). Case closure is to be accomplished by taping, strapping, or gluing. Staples shall not be used as a final case closure.
- G. When preferred product brands are specified, product items shall contain only those kinds of ingredients. Amounts and kinds of ingredients must be within tolerances permitted by the appropriate inspection regulations. The HGAC may submit samples for laboratory analysis. If laboratory analysis verifies that the ingredients do not meet the appropriate regulations, the HGAC may offset labs fees from payments made to vendor and may file a report with the Contractor Responsibility Program.
- H. Any brand and product identified in a specification will be the only brand(s) accepted. Bidders must circle product/brand being bid for each item when submitting bid. Products and brands not previously approved will not be accepted until approved by the HGAC Dietary Manager. Vendors may submit samples to the HGAC Dietary Manager for formal evaluations and approval. Samples must be properly labeled and identified with the name of vendor and applicable item name, corresponding specification number and brand name and code number and ingredient statement. Failure to comply with the requested information will be cause for rejection. Written request for product review should be submitted to the HGAC Dietary Manager

- I. Commodities received by the Commonwealth will not be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect. The Commonwealth will reject any commodity that is discovered to be defective or fails to conform to the specifications upon initial inspection or at any later time if the defect was not reasonably ascertainable upon the initial inspection. The vendor must remove the rejected commodities from the premises without expense to the Commonwealth within five business days after phone notification followed by an email of the Complaint/Rejection Form 516-C. Rejected items left longer than 5 business days will be regarded as abandoned and the Commonwealth may dispose of them. The Commonwealth reserves the right to refuse unacceptable product at delivery. The vendor shall immediately replace all rejected items with product conforming to the specifications. Non-compliance will result in further action unless prior approval is obtained from the Director of Dietetic Services. If the vendor fails, neglects, or refuses to do so, the Commonwealth shall then have the right to purchase on the open market and charge the defaulting vendor any increase in price.
- J. The vendor must provide products as specified in the Purchase order including properly labeled and identified products. Alterations to brands and codes must be brought to the attention of the Dietary Management Service Specialist as soon as possible. When pack size changes from stated/current pack for approved brands; award will be made on cost/unit. Vendor must specify new pack size, count and weight/case. The vendor must forward this information on pack changes to the Dietary Management Service Specialist (see Acceptable Brands section of special instructions and conditions). Failure to forward information regarding changes may result in removal of products from the acceptable brand list.
- K. Vendors will be required to supply Manufacturer Product Information Sheets at the initial delivery and/or upon request.
- L. The Commonwealth will accept and pay only for actual net weight or count determined at the time of delivery. Any discrepancy between the actual net weight or count and the weight or count indicated by the vendor will be recorded on the delivery slips. Payments will be made upon receipt of invoices after commodities have been delivered and accepted.
- M. The awarded supplier shall deliver all food items as specified. Failure to deliver items as requested may result in award to the next best value supplier and the original awarded supplier may be held responsible for cost difference.
- N. The awarded supplier shall notify the CTI at the HGAC Dietary POC or designee of any unavailable products within 24 hours of order submission.
- O. The awarded supplier shall stock food items that are readily available for delivery throughout the duration of the contract.
- P. The awarded supplier shall ensure that all frozen items provided under the contract have no less than one month of usable shelf life remaining upon delivery. The

awarded supplier shall ensure that all refrigerated items provided under the contract have no less than two weeks of usable shelf life remaining upon delivery. The awarded supplier shall ensure that all fresh produce items provided under the contract have no less than one week of usable shelf life remaining upon delivery.

- Q. The awarded supplier shall ensure that all cases for delivery do not exceed 60 lbs.
- R. The awarded supplier must provide deliveries Monday through Friday 7:00AM - 2:30PM eastern time and ensure deliveries are received by the CTI at the HGAC.
- S. The awarded supplier shall deliver individual orders to the loading dock at each full-service kitchen.
- T. The awarded supplier shall provide pre-scheduled deliveries, as approved by the Director of Dietary Services, to each full-service kitchen.
- U. The awarded supplier shall ensure orders are delivered separately to each full-service kitchen. The orders may arrive on the same truck, however deliveries must be broken out by order and delivered to each full-service kitchen as requested.
- V. The awarded supplier must be able to deliver multiple days per week and not less than three days apart. DLI reserves the right to change delivery days or times with 7 days advanced notice.
- W. The awarded supplier must maintain a minimum 95% fill rate. Fill rate is defined as the total number of items on an order divided into the total number of items filled accurately and completely, and satisfactorily received by HVH.
- X. The awarded supplier shall accept all orders over \$100. The awarded supplier shall not impose any other order or delivery restrictions.
- Y. **Pennsylvania Worker Protection and Investment.** The awarded supplier must maintain compliance with all Pennsylvania state labor and workforce safety laws for the duration of the contract, including, but not limited to:
 - a. Construction Workplace Misclassification Act.
 - b. Employment of Minors Child Labor Act.
 - c. Minimum Wage Act.
 - d. Prevailing Wage Act.
 - e. Equal Pay Law.
 - f. Employer to Pay Employment Medical Examination Fee Act.
 - g. Seasonal Farm Labor Act.
 - h. Wage Payment and Collection Law.
 - i. Industrial Homework Law.
 - j. Construction Industry Employee Verification Act.

VII. CONTACTS

CTI at the HGAC Issuing Office POC:

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CTI at the HGAC Dietary POC:

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